

SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (the "Amendment") is dated effective as of September 30, 2015 by and between the Economic Development Authority in and for the City of Coon Rapids, Minnesota, a public body corporate and politic established pursuant to Minnesota statutes ("Seller"), and Coon Rapids Leased Housing Associates IV, LLLP, a Minnesota limited liability limited partnership ("Buyer").

Recitals

A. Seller and Buyer entered into a Purchase Agreement dated effective as of May 13, 2015, as amended by a First Amendment to Purchase Agreement dated July 22, 2015 (as amended, the "Agreement") with respect to real property located in the City of Coon Rapids, Anoka County, State of Minnesota, as more particularly described in the Agreement.

B. Seller and Buyer wish to amend the Agreement to extend the Outside Closing Date for the benefit of both parties as set forth below.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller and Buyer agree to amend the Agreement as hereinafter provided:

1. Coordination. Terms and words not herein expressly defined shall, to the extent the same are defined in the Agreement, have the same meaning and application ascribed thereto in the Agreement, it being the intent of Seller and Buyer that the Agreement and this Amendment be applied and construed as a single instrument.

2. Closing Date. The Agreement is hereby amended such that the term "Outside Closing Date", as such term is used in the Agreement, shall mean December 31, 2015.

3. Ratification. Seller and Buyer hereby ratify and affirm all of the terms and provisions of the Agreement, as amended by this Amendment, and acknowledge that such terms and provisions are in full force and effect as herein modified, notwithstanding that this Amendment may have been signed after the above-stated effective date hereof.

4. Counterparts and Facsimile Signatures. This Amendment may be executed in counterparts and facsimile or pdf signatures shall be deemed to be originals.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first above written.

SELLER:

ECONOMIC DEVELOPMENT
AUTHORITY IN AND FOR THE CITY
OF COON RAPIDS, MINNESOTA

By _____
Its President

By _____
Its Executive Director

[Signatures continue on following page]

[Continuation Signature Page – Second Amendment to Purchase Agreement]

BUYER:

COON RAPIDS LEASED HOUSING
ASSOCIATES IV, LLLP

By: Coon Rapids Leased Housing
Associates IV, LLC
Its: General Partner

By: _____
Mark S. Moorhouse
Senior Vice President

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